

City of Lincoln, Nebraska
PURCHASE ORDER
Phone: (402) 441-7417

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Date 8/14/09
Order 13796-000 OD
Brn/Plt BLANKET

Order number must appear on your
invoice, packing slips, shipping documents,
packages, and correspondence.

ISSUE TO:

Elliott Sanitation Equipment
1245 Dawes Ave
Lincoln NE 68521

↓ INVOICE & DELIVERY TO LOCATION ↓	
Theresa Street Plant (1131) 2400 Theresa St Lincoln, Ne 68521	

Ordered - 08/13/09 Freight -
Requested - 08/13/09 Taken By -
Delivery -

Description / Supplier Item	Ordered	UM	Unit Cost	UM	Extension	Req. Dt
4607775						
HOSE, FLUSHING, SEWER	1	FT	2.7600	FT	2.76	08/13/09

BLANKET PO FOR SERIES 4630 SEWER CLEANING HOSE - 3,000 PSI
PRICE LISTED IS PER FOOT.

Orders to be placed as needed throughout the time period:
August 1, 2009 - September 30, 2010.

DO NOT SHIP ORDER AT THIS TIME! DEPT. WILL CALL AS-NEEDED
FOR ORDER DELIVERIES.

Vendor agrees to all terms as outlined in Quote 2689.
Reference PO number on all invoices and statements.

The total amount of product purchased from this PO may not
exceed \$25,000.00 in the time period referenced herein.

CITY OF LINCOLN BLANKET PURCHASE ORDER-DO NOT ENCUMBER FUNDS

	Sales Tax	Total Order
Terms Due Upon Receipt	Tax Rt	2.76


Purchasing Agent


Finance Director

VENDOR

**PURCHASING DIVISION
LANCASTER COUNTY, NEBRASKA
TERMS AND CONDITIONS**

1. **FAIR EMPLOYMENT PRACTICES** - Vendor agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color, religion, ancestry, national origin, disability, sex or marital status.
2. **DATA PRIVACY** - Vendor agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights. The vendor agrees to hold the County harmless from any claims resulting from the vendor's unlawful disclosure or use of private or confidential information.
3. **DELIVERY** - Delivery shall be F.O.B. to the County location specified on the Purchase Order by the County, with all transportation charges paid.
4. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being ordered must accompany your delivery. A copy of your company's maintenance policies and costs must also accompany your delivery. Replacement parts of defective components shall be shipped to the County at no cost. If defective parts are required to be returned to the vendor, the shipping costs shall be borne by the vendor.
5. **ACCEPTANCE OF MATERIAL** - Unless otherwise specified on the face of this Purchase Order, the finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material ordered shall remain the property of the vendor until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the County. The material delivered must be fully in accord with the Purchase Order specifications. In the event the material and/or services supplied to the County is found to be defective or does not conform to the Purchase Order specifications, the County reserve the right to cancel the order upon written notice to the vendor and return materials to vendor at the vendor's expense. Successful vendor shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
6. **TERMS OF PAYMENT** - Unless otherwise stated on the Purchase Order, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all specifications.
7. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this order and any agreement reached as a result of this process.